

MEMORANDUM OF UNDERSTANDING
between
CITY OF BELMONT
and
BELMONT POLICE OFFICERS ASSOCIATION



July 1, 2014 through June 30, 2017

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MEMORANDUM OF UNDERSTANDING
between
CITY OF BELMONT
and
BELMONT POLICE OFFICERS ASSOCIATION

Belmont Police Officers Association and representatives of the City of Belmont have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Appendix "A", have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milius-Brown Act (Government Code Section 3500 et seq) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Belmont City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2014 and ending June 30, 2017.

1 Recognition

1.1 City:

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Belmont, hereinafter referred to as the "City," in employer-employee relations.

1.2 Association:

Belmont Police Officers Association, hereinafter referred to as the "Association," is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the classifications set forth in Appendix "A", which is attached hereto and made a part hereof.

2 Association Security

2.1 Dues Deduction:

Payroll deductions for membership dues shall be granted by the City Manager only to the Association. The following procedures shall be observed in the withholding of employee earnings:

- (1) Payroll deductions shall be for a specified amount and shall not include fines. Dues deductions shall be made only upon the employee's written authorization on a payroll deduction request approved by the City.
- (2) All employees who are members of the Association shall pay dues to the Association.
- (3) Amounts deducted and withheld by the City shall be transmitted to the employee designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- (4) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Association dues deduction.
- (5) The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.2 Communications with Employees:

The Association shall be allowed, by the Police Department, use of available bulletin board space for communications having to do with official Association business provided such use does not interfere with the needs of the Department.

2.3 Advance Notice:

Except in cases of emergency, reasonable advance written notice shall be given to the Association if it is affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and the

Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, City Management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

3 No Discrimination

There shall be no discrimination because of race, religious creed, color, national origin, gender, sexual orientation or legitimate Association activities against any employee by the Association or by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

4 Representation Rights

4.1 Employee Representatives for Grievances:

The Association may designate a reasonable number of City employees as official employee representatives to assist in the handling of grievances. The Association shall notify the City Manager in writing of the individuals so designated. Alternates may be designated to perform this function during the absence or unavailability of the official employee representative.

The official employee representative may be relieved from his/her assigned work duties by his/her supervisor to investigate and process grievances initiated by other employees within the same work area. The use of time for this purpose shall be reasonable and shall not interfere with the performance of services as determined by the City.

4.2 Association Activities:

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours unless approved in advance by the City Manager or his/her designated representative.

5 Salary Plan

5.1 Salaries:

The salary ranges will be increased as follows.

- 7-1-2014 = 2%
- 7-1-2015 = 3%
- 7-1-2016 = 2%

The salary ranges for represented classifications shall be as set forth in Appendix "A", which is attached hereto and made a part hereof.

5.2 Application of Wage Rates:

Employees shall be assigned a salary or wage by the City Manager within the range established for the appropriate position under the Compensation Plan. The minimum rate shall generally be assigned to employees upon original appointment; however, the City Manager may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

5.3 Advancement Within Salary Range:

No salary advancement shall be made so as to exceed any maximum rate established in the Compensation Plan for the employee's position. No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Police Chief and approval by the City Manager. An employee shall be eligible for advancement by the City Manager to the next higher step in his/her salary range up to and including the maximum step following the completion of one year of satisfactory service, or earlier if the City Manager deems a special salary step adjustment is justified. In case of an unsatisfactory employee performance evaluation, an increase in salary may be withheld. An employee who is denied an increase in salary may discuss such denial with the Police Chief and the City Manager. The decision of the City Manager shall be final.

The employee's salary anniversary date will change when:

- (1) The employee receives a step increase less than one (1) year after the employee's date of hire or less than one (1) year after the employee's prior step increase;
- (2) The employee promotes to a class with a higher maximum salary;

- (3) The employee demotes to a class with a lower maximum salary; or
- (4) The employee takes a leave of absence for any reason in excess of two (2) weeks.

Whenever the schedule of compensation for a classification is revised, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.

5.4 Salary after Promotion or Demotion:

When an employee is moved from one class to a class with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new class; provided, however, that the employee must receive a minimum five percent (5%) increase in salary upon such promotion.

When an employee is moved from one class to a class with a lower maximum salary (demotion), that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the City Manager, whose decision shall be final.

When an employee demotes in accordance with Section 8.1 (Layoff Procedure), the employee shall be placed at the step of the salary range prescribed for such lower class that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower class.

6 Probationary Period

6.1 Nature, Purpose and Duration:

The probationary period shall be an essential part of the examination process, and shall be utilized for the most effective adjustment of a new employee and for the rejection of any probationary employee whose performance is not satisfactory.

The Police Chief may reject a probationary employee at any time during the probationary period without right of appeal, except as provided by applicable laws, in any manner and without recourse to the procedures provided by applicable laws, in any manner and without recourse to the procedures provided in Section 19 (Grievance Procedure) hereof, except when the employee alleges and substantiates in writing that the rejection was due to discrimination

prohibited by city, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. The probationary period for newly hired Police Officers shall begin on the date of employment and shall continue for a period of twelve (12) months following the date of release from the Field Training Program. The probationary period for all other employees, aside from Police Officers, shall be twelve (12) months following the date of release from training.

6.2 Promotional Probation:

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee is discharged during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

The probationary period for any employee who is promoted to a new job classification shall be for a period of twelve (12) months from the date of promotion.

7 Transfer, Promotion, Employment Lists

7.1 Transfer:

No employee shall be transferred to a position for which he/she does not possess the minimum qualifications. An employee may be transferred by the Police Chief at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications. If the transfer involves a change from one department to another, both the Police Chief and the other Department Head must consent thereto, unless the City Manager orders the transfer for purposes of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in the City's rules and regulations. Such transfer shall not result in the loss to the employee of any accumulated leave, such as vacation and sick leave, nor shall it affect the employee's length of service with the City.

7.2 Promotion:

Insofar as is consistent with the best interest of the City, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

7.3 Time Off for Examination:

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

8 Layoffs**8.1 Layoff Procedure:**

The City Manager may lay off an employee because of material change in duties or organization or shortage of work or funds. Except in cases of emergency, the City Manager shall advise the employee in writing of the proposed action and the reason(s) for the proposed action at least fourteen (14) days in advance of such action. The name of such employee shall be placed at the top of the appropriate list and he/she shall have the right to displace an employee in the same, lateral or lower classification within the Police Department for which he/she is qualified and over whom he/she has departmental seniority. Departmental seniority is defined as the length of time an employee has been employed in the Department regardless of the classification(s) held. Such employee may also displace a less senior employee (utilizing total City seniority) in another department in a classification which the employee has previously held and performed in a satisfactory manner.

8.2 Re-Employment:

The name of each employee who is laid off in accordance with this Section shall be placed at the top of the employment list in the class which the employee held in order of City seniority and shall be given preference in filling vacancies in such class for a period of one (1) year following the date of layoff. The employee also may choose to be placed on the employment list in the class(es) the employee previously held within the Department and shall be placed on the top of such list in accordance with his/her City seniority.

8.3 Abolition of Position:

The provisions of this Section 8 shall apply when an occupied position is abolished.

9 Resignation and Reinstatement

9.1 Resignation:

Any employee wishing to resign from employment in good standing shall file with the Police Chief at least two (2) weeks' notice of an intention to leave City service unless a shorter period of time is agreed upon between the employee and the Police Chief. The written resignation shall state the effective date and reasons for leaving.

9.2 Reinstatement:

A regular or probationary employee who has terminated in good standing may be reinstated by the appointing authority, to a vacant position of the same class as the previous position held within a period of one (1) year from the effective date of such termination. A new probationary period may be required.

10 Reallocation of Position

An employee in a position reallocated to a lower classification shall have the right of either (1) transferring to a vacant position in the employee's present classification in the same or another Department, provided both the Police Chief and the Head of the Department into which the transfer is proposed agree, or (2) continuing in the same position in the lower classification at a Y rate of pay when the incumbent's pay is higher than the maximum step of the schedule for the lower classification. Such Y rate of pay shall be discontinued when the incumbent ceases to occupy the position or whenever the maximum pay of the salary assigned to the lower classification equals or exceeds such Y rate. The Y rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

11 Hours of Work, Overtime, Premium Pay

11.1 Hours of Work:

Full-time safety personnel are assigned to work on a 28 day cycle, unless otherwise specified by the City. The remaining civilian employees occupying full-time positions work a forty (40) hour work week unless otherwise specified by the City.

On the twelve (12) hour shift, pre-shift briefing shall be included as part of the designated work week.

11.2 Overtime:

Any authorized time worked in excess of the designated work day, work week or one hundred sixty-eight (168) hours in a twenty-eight (28) day cycle, as applicable, shall be considered overtime and shall

be compensable at the rate of one and one-half (1½) times the employee's regular straight time rate of pay. At the discretion of the employee working overtime, the employee may be compensated for overtime either by monetary payment or by compensatory time off to the extent permitted by law. The employee at the convenience of the Department may take compensatory time off. Compensatory time off which accrues in excess of ninety-six (96) hours will be liquidated by monetary payment. On an annual basis every November compensatory time off will be liquidated by monetary payment down to a balance of forty-eight (48) hours. Payment will be made in the second pay period of the month.

Notwithstanding the above paragraph, the parties have mutually agreed that a sworn employee may be scheduled to work more or less than his/her regularly scheduled hours one week, with the understanding that he/she will make up or be credited with an equal number of hours in a subsequent week, within the same pay period, without the payment of overtime being necessary.

11.3 Call Back:

An employee recalled to work outside of and not continuous with regularly scheduled hours shall be paid a minimum of two (2) hours at the rate of one and one-half (1½) times the employee's regular rate of pay. Work may be provided for the employee during this time.

11.4 Court Time:

An employee who is ordered to report to work on an off-duty day for the purpose of appearing in Court and who does so at the specified time shall receive a minimum of four (4) hours' pay at time and one-half (1½).

An employee who is ordered to report to work on an on-duty day more than two (2) hours prior to the employee's regular starting time or is held over more than two (2) hours after the employee's regular quitting time for the purpose of appearing in Court shall receive a minimum of two hours' pay at time and one-half (1½).

An employee who is required to stand by when off duty for the purposes of appearing in Court, pursuant to subpoena or at the direction of the District Attorney, shall receive, upon approval of his/her immediate supervisor, standby pay at half (½) time to a maximum of four (4) hours pay.

11.5 Utilization of Compensatory Time Off:

Compensatory time off shall be taken at a time agreeable to the employee and the Police Chief or his designee.

11.6 Firearms Training:

All sworn officers are required to complete firearms training in accordance with Department Policy. The Department will continue to make a reasonable attempt to schedule such training during an employee's regular shift. In the event this training is scheduled during an employee's off duty time, the employee will be paid overtime at the rate of time and one-half (1½) for time spent in training, in accordance with Section 11.2 of this Agreement.

12 Holidays

12.1 Authorized Holidays:

The holidays to be observed in this City are as follows and employees shall not be required to be on duty unless the Police Chief has so indicated.

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25

In addition to the above-listed holidays, employees shall receive two (2) Floating Holidays, to be taken, after one (1) year of service, at any time mutually convenient to the Police Chief and the employee.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regularly scheduled time off, compensatory time shall be granted.

Either the day before Christmas or the day before New Year's Day shall be a holiday, the specific day to be determined by mutual agreement between the employee and the Police Chief, and the employee shall not be required to be on duty unless the Police Chief has so indicated.

12.2 Holiday During Vacation:

When on vacation, those employees designated by the Police Chief to work holidays will be marked for a vacation day if a designated holiday falls on the employee's normally scheduled work day. The holiday may be taken at a later time or compensated per Section 12.3. For employees normally scheduled to be off on holiday, if a holiday falls during an authorized vacation, the holiday will be charged as a holiday, not as a vacation day.

12.3 Holiday Compensation:

Those employees designated by the Police Chief to regularly work the holidays specified in Section 12.1 will accumulate one hundred twelve (112) hours of holiday time each calendar year. Such designated employees in the initial year of employment must utilize accrued vacation or Compensatory Time-Off (CTO) in place of the holiday bank of hours not yet earned. Employees will have the appropriate number of holiday hours placed in his/her holiday bank each January based on the holidays that occurred during their employment in the prior year.

During the annual vacation sign-up, each of these employees shall designate the number of accumulated holiday hours they choose as time off during the following calendar year, and the number of accumulated holidays they choose to receive as straight-time compensation.

For those employees electing to receive payment, such payment shall be paid the second pay period in February. Those employees normally scheduled to be off on holidays may work on a holiday only with the prior approval of the Police Chief or his designee. If worked, the holiday may be compensated with Employees who are not designated

to work holidays are paid for all holidays beginning with the initial year of employment.

Employees who are not designated to work holidays are paid for all holidays beginning with the initial year of employment.

12.4 Pay Upon Termination:

Employees who leave City service shall be paid straight-time salary for all accrued holiday leave earned on or before the effective date of termination.

13 Vacation Leave

13.1 Vacation Allowance:

Regular full-time employees shall be entitled to vacation leave as follows:

<u>Length of Service</u>	<u>Hours Accrued of Vacation</u>	<u>Per Month of Service</u>
1 through 4 years	80 hours	6 2/3 hours
5 years	120 hours	10 hours
6 years	128 hours	10 2/3 hours
7 years	136 hours	11 1/3 hours
8 years	144 hours	12 hours
9 years	152 hours	12 2/3 hours
10 or more years	160 hours	13 1/3 hours

13.2 Vacation Accumulation:

In the event an employee is unable to take all of the vacation leave to which the employee is entitled in a calendar year, the employee shall be permitted to accumulate the unused portion, provided that the accumulated time does not exceed two times (2X) the employee's annual allowance unless an extension is granted by the City Manager due to exceptional circumstances. Employees who have reached their accrual limit will not accrue any additional vacation unless and until their accrued vacation is below their accrual limit.

13.3 Pay Upon Termination:

Employees who leave City service shall be paid straight-time salary for all accrued vacation leave earned on or before the effective date of termination.

13.4 Vacation Scheduling:

Vacation Scheduling shall be by seniority during the annual Vacation Selection process. Vacations requests submitted after the conclusion of

the Selection process shall be on a first come first served basis.

The Department retains the right to determine how many employees may be on vacation on any given shift. The Department will meet and confer with the BPOA prior to excluding any dates from the bid process.

Once approved, vacation requests shall be honored except in exigent circumstances.

14 Sick Leave

14.1 Accrual and Usage:

Sick leave, with pay, shall be granted to all full-time regular and probationary employees. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of personal medical appointments, sickness or injury. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to the time set for beginning his/her daily duties. Employees may utilize one-half of the employee's annual accrual when necessary to attend to a member of the employee's immediate family for medical appointment, illness or injury. Immediate family is defined as spouse, domestic partner, child, child of domestic partner and parents.

An employee taking sick leave for self or for family may be required to file a physician's certificate or personal affidavit with the Police Chief verifying the need for the absence. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service. Sick leave taken shall be documented based upon the actual number of assigned work hours an employee misses. Those employees designated by the Police chief to work holidays, who are sick on a holiday assigned as a work day, shall be documented as taking a sick day, and shall accumulate the holiday. Those employees regularly scheduled to be off on a holiday, who are actually sick on the holiday, shall be documented as taking holiday time.

14.2 Accumulation:

Unused sick leave accumulation shall be unlimited. An employee who is off on sick leave shall be entitled to accumulate earned sick leave while using previously earned sick leave. An employee who is on leave without pay shall not accumulate sick leave credits.

14.3 Pay for Unused Sick Leave upon Separation from City Service:

Upon retirement or death, the City shall compensate employees for accumulated sick leave at the rate of twenty-five percent (25%) of days accumulated for employees with at least five (5) years but less than ten (10) years of service with the City, and at the rate of fifty percent (50%) for employees with ten (10) or more years of service with the City. In either case payment will be made up to a maximum of one hundred twenty (120) accumulated days at the percentages herein specified. For the purposes of this section, retirement will be defined as receiving a PERS retirement benefit. Such compensation for unused sick leave shall be in lieu of any conversion of unused sick leave to PERS service credit at retirement.

14.4 Unused Sick Leave Upon Retirement from City Service:

The City shall continue to provide employees with the option to convert accumulated sick leave to PERS service credit at retirement.

15 Other Leaves**15.1 Bereavement and Family Illness Leave:**

A maximum of forty-eight (48) hours of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of sickness, disability or death affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, parents-in-law, brothers and sisters-in-law, grandparents, domestic partner or dependents of the employee. Domestic partner is defined as a person living within the employee's household with whom they have a spousal-like relationship.

15.2 Industrial Disability Leave of Absence:**15.2.1 Safety Personnel**

Leave with pay (inclusive of all differentials and special pay) shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.

15.2.2 Non-Safety Personnel

Leave with pay (inclusive of all differentials and special pay) shall be granted for a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California, for the period of such disability to a maximum of ten (10) days.

During the period the employee is paid by the City, the employee shall endorse to the City any benefit payments received as a result of Workers' Compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive and no sick leave benefits may be used for the purposes specified under this Section 15.2.

If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond the ten (10) days described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time-off accruals with the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and paid leave does not exceed the employee's regular rate of pay for said period.

Industrial disability leave may not exceed twelve (12) months and ten (10) days unless extended by the City Manager whose decision shall be final.

15.3 Personal Leave of Absence:

The City Manager may grant a permanent employee a leave of absence without pay or benefits for a period not to exceed ninety (90) days. Request for such leave shall be in writing and shall be approved in advance by the City Manager in writing.

15.4 Jury Duty:

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay; provided, however, the employee must remit to the City all fees received except those specifically allowed for mileage and expenses.

15.5 Military Leave:

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

15.6 Seniority Rights, Salary Adjustments, and Payment of Insurance premiums While on Leave of Absence:

Except for safety personnel, authorized leave of absence without pay which exceeds two (2) weeks for (1) leave of absence for personal reasons, (2) leave of absence for non-industrial illness or injury, or (3) leave of absence for industrial illness or injury shall not be included in determining salary adjustments. Authorized leave of absence without pay which exceeds thirty (30) calendar days for (1) leave of absence for personal reasons, (2) leave of absence for non-industrial illness or injury, or (3) leave of absence for industrial illness or injury shall not be included in determining seniority rights.

For safety personnel, authorized leave of absence without pay which exceeds two (2) weeks for (1) leave of absence for personal reasons or (2) leave of absence for non-industrial illness or injury shall not be included in determining salary adjustments. Authorized leave of absence without pay which exceeds thirty (30) calendar days for (1) leave of absence for personal reasons or (2) leave of absence for non-industrial illness or injury shall not be included in determining seniority rights.

The City shall continue to pay the insurance premiums for the employee when an employee is on a leave of absence without pay as a result of an industrial or a non-industrial disability in accordance with Section 15.2 above.

16 Health and Welfare Plans; Retirement Plan

16.1 Hospital/Medical Plans:

The City shall contract with CalPERS PEMHCA plan for the purpose of providing eligible employees and their eligible dependents with access to health insurance benefits.

The City shall provide each eligible employee who participates in a City sponsored health insurance plan with an employer contribution towards the purchase of health insurance benefits. The amount of this employer contribution shall not exceed the minimum contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

16.2 Flexible Benefits Plan:

16.2.1 Plan Design

The City shall continue to offer an Internal Revenue Code Section 125 Plan which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account,

and cash option.

An employee may use Flexible Benefit Plan funds toward the cost of employer-provided health insurance for the employee and eligible dependents.

An employee may use Flexible Benefit Plan funds that are not used for medical plan premiums as contributions into the health care reimbursement account, dependent care reimbursement account or cash option in accordance with Plan procedures and terms outlined in this Memorandum of Understanding.

It is understood that during the term of this contract, the City may seek expert opinion as to the parameters of this program and all contributions to Flexible Benefits Plan outlined below are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant.

16.2.2 City Contribution

Effective July 1, 2014, the City's contribution is \$1,931.07 (inclusive of the PERS minimum contribution) per month toward the flexible benefit plan.

Effective January, 2015 and each January during the term of this Memorandum of Understanding, the City's monthly contribution will be increased up to One Hundred percent (100%) of the Kaiser (Belmont geographic area) employee plus two premium.

Effective January 1, 2015, the City's contribution to the flexible benefits plan for employee only and employee plus one coverage will be increased to cover the increase in cost of the medical premium up to the dollar contribution to the employee plus two or more Kaiser (Belmont geographic area) premium.

16.2.3 For Employees Hired Prior to October 11, 2011

If an employee is eligible for alternative group medical insurance through a spouse's or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan.

The amounts eligible for cash and/or deferred contribution are capped at the 2011 rates for the plan option selected (such as Kaiser

employee plus one or Blue Shield Access employee only coverage). These amounts will be reduced by Fifty Dollars (\$50.00) per month in January 2015 an additional Fifty Dollars (\$50.00) in January 2016 and an additional Fifty Dollars (\$50.00) in January 2017 for a total of One Hundred and Fifty Dollars (\$150.00) reduction in cash/deferred comp contributions below the 2011-2014 MOU rate. The amount of cash and/or deferred compensation that an employee may receive shall not increase during the term of this agreement unless the employee changes plans or coverage. Utilization of cash/or other benefit election is outlined in 16.2.1.

16.2.4 For employees hired on or after to October 11, 2011

Employees who elect a medical plan shall receive no cash or deferred compensation.

If an employee is eligible for alternative group medical insurance through a spouse's or domestic partner's employer-sponsored medical plan, the employee may waive the City's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan. Any employee who waives medical coverage entirely shall be eligible to receive in cash and/or deferred compensation one-half of the Kaiser (Belmont geographic area) employee only contribution. Utilization of cash/or other benefit election is outlined in 16.2.1.

16.3 Dental Plan:

The City will continue to provide the existing Delta Dental plan. The City will pay for the majority of the premium of this plan in accordance with the following schedule of employee monthly contributions:

<u>Level</u>	<u>Employee Cost</u>
Employee only	\$ 7.50
Employee + 1	\$ 15.00
Employee + 2	\$ 25.00

16.4 Vision Plan:

The City shall contribute nineteen dollars (\$19.00) per month to the City Vision Reimbursement Plan for each eligible employee and his/her eligible dependents. On or about each June 30th, after the Association's Dental/Vision Plan Committee members have paid all vision care benefit claims for employees covered by this Memorandum of Understanding, and in the event the Vision Care Benefit Fund balance is in excess of one dollar (\$1.00), the Association's Dental/Vision Plan Committee will review unreimbursed dental

expenses for Association members and eligible dependents, and shall utilize the Vision Plan balance to reimburse Association members for allowable dental expenses which had not otherwise been reimbursed through available funds in the City's Dental Plan. Disbursements of excess Vision Plan funds shall be in accordance with rules established by the Association's Dental/Vision Plan Committee.

During the term of this Agreement, the City may reopen 16.4 for the exclusive purpose of exploring the move to a vision plan or vision insurance model in lieu of the existing reimbursement plan.

16.5 Life and Accidental Death and Dismemberment Insurance:

The City shall provide life and accidental death and dismemberment insurance in the amount of Two Hundred Thousand Dollars (\$200,000) for Sworn Employees and One Hundred and Twenty-five thousand Dollars (\$125,000) for non-sworn employees covered by this Memorandum of Understanding.

Employees may purchase additional life insurance in accordance with their respective plans.

16.6 Long-Term Disability:

The City shall continue to provide PORAC long-term disability insurance coverage at no cost to the employee. The cost of the long-term disability insurance is included in the employee's salary. The employee shall pay the actual cost of the premium on an after-tax basis.

16.7 Retirement:

Sworn Employees Hired before October 1, 2011

The City provides the CalPERS 3%@50 retirement benefit (one year average).

Sworn Employees Hired on or After October 1, 2011

The City provides the CalPERS 3%@55 retirement benefit (three year average).

Sworn Employees Hired on or After January 1, 2013

Pursuant to the California Public Employee Pension Reform Act of 2013 employees hired on or after January 1, 2013 will be subject to the terms of that statute, including but not limited to the 2.7% at age 57 pension formula and three year average for safety employees. Such

employees will pay not less than 50% of the normal cost of the PERS employee pension contribution as provided by the Act, to be adjusted by one-half percent for each subsequent one percent (1%) change in normal cost up to any cap established by the California Public Employee Pension Reform Act.

Consistent with the provisions of Government Code Section 20516(f), safety employees shall pay 3% of the employer rate to PERS. Effective July 1, 2015 sworn employees hired before January 1, 2013 shall pay an additional 1% of the employer rate to PERS for a total of 4%. The additional 1% terminates June 30, 2017. Miscellaneous employees shall pay 2% of the employer rate to PERS. The contributions shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the City at any time for any reason. The contributions toward employer rate will be pre-tax if compliant with Internal Revenue Service rules.

Employees hired as new members of PERS on or after January 1, 2013 are not required to pay any portion of the Employer rate.

Non-Sworn Employees

Miscellaneous employees within the Belmont Police Officers' Association shall be covered by the same PERS plan as are all other Belmont miscellaneous employees based on hire date and applicable PERS provisions.

16.8 Retiree Health:

- (1) An employee who retires in accordance with PERS regulations after five (5) years of continuous employment with the City of Belmont shall be entitled to the amount of the City's contribution to provide hospital and medical care benefits for the individual employee or retiree under the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA) plan each month for his/her hospital and medical care premiums.
- (2) For Employees Hired Prior to October 11, 2011
 - A. The City shall participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide the minimum PEMHCA contribution for retirees as required by law.
 - B. Additionally, an employee who retires in accordance with PERS regulations after twelve (12) years of continuous

employment with the City of Belmont shall be entitled to monthly reimbursement of the hospital and medical care premiums up to a maximum of the amount paid by the City of Belmont for single employee coverage under the Kaiser Health Care Plan. At no time shall the City's reimbursement (inclusive of the minimum PERS contribution) exceed the dollar cost of the Kaiser single rate.

C. The City shall contribute an amount necessary to provide hospital and medical care benefits for individual coverage only for an employee who retires with an industrial disability retirement benefit. The City shall contribute an amount necessary to provide hospital and medical care benefits for the eligible dependents of an employee who retires with a PERS industrial disability retirement benefit where said retiree is participating in a supplemental job displacement benefit program sponsored under the City's Workers' Compensation program, for up to a maximum of twelve (12) months and a maximum City contribution toward hospital and medical care benefits for the employee and eligible dependents of the equivalent of the Kaiser family benefit rate.

(3) For Employees Hired On or After October 11, 2011

A. The City shall participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide the minimum PEMHCA contribution or retirees as required by law.

B. Additionally, the City shall contribute the following to a Retirement Health Savings account based on the years of service with the City.

Years of Service	Monthly Contribution
Years 1-5	\$150.00
Years 6-10	\$200.00
Years 11-15	\$250.00
Years 16 and thereafter	\$300.00

C. Employees shall be vested in the Retiree Health Savings Plan after ten (10) years of continuous service with the City.

D. Within ninety days after the adoption of the MOU, the City

and BPOA shall meet to review Retiree Health Plan Options.

- (4) A retiree shall be entitled to participate in the City's dental plan at his/her own cost.

16.9 Deferred Compensation:

The City will continue to make available the Deferred Compensation Plan as set forth in Appendix "B", which is attached hereto and made a part hereof.

16.10 Domestic Partners:

The City will provide medical coverage for Domestic Partners in accordance with PERS definitions and regulations. The City will provide dental, and vision care coverage to the extent and in the manner in which the health plan carriers allow for the domestic partner's enrollment. For the purposes of providing dental and vision coverage, the domestic partner of the employee shall be defined as an unmarried person, regardless of gender, who resides with the employee and shares the common necessities of life. In a domestic partnership neither partner is married to another; both are at least 18 years of age; are not related by blood so close as to bar marriage; are mentally competent; and are each other's sole domestic partner, intend to remain so indefinitely, and are responsible for their common welfare. Domestic partners will be required to complete, sign, and file with the City an "Affidavit of Domestic Partnership." No person who has filed an Affidavit of Domestic Partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the City.

17 Safety

17.1 Observance of Safety Rules and Regulations:

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

17.2 Safety Equipment:

The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City-supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

18 Disciplinary Actions

The Police Chief may impose disciplinary/punitive action, as defined in Government Code section 3303, for cause. Appeal of said disciplinary/punitive action may be processed as a grievance through the grievance procedure outlined in Section 19 of this Memorandum of Understanding.

19 Grievance Procedure

19.1 Definition:

A grievance is any dispute which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

For Public Safety Officers only the adjustment board procedure shall be utilized to provide the administrative appeal described in Section 3304 (b) of the Government Code of California for any appeals of punitive action described in Section 3303 of the Code which involves no loss of, or reduction in salary. Such appeals shall not be processed beyond the Adjustment Board.

19.2 Procedure:

A grievance shall be filed according to the following steps:

Step 1. Immediate Supervisor. A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Association.

Within seven (7) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the Division Commander. Grievances not presented within the time period shall be considered resolved.

The Division Commander shall meet with the grievant to settle the grievance and give a written answer to the grievant within seven (7)

calendar days from the receipt of the grievance by the Division Commander.

Step 2. Police Chief. If the grievance is not resolved in Step 1, the grievant may, within fourteen (14) calendar days from receipt of the Division Commander's answer, forward the grievance to the Police Chief for consideration. Answer to the grievance shall be made in writing by the Police Chief, after conferring with the grievant, within ten (10) calendar days from receipt of the grievance.

Step 3. City Manager. If the grievance is not resolved in Step 2, the grievant may, within five (5) calendar days from receipt of the Police Chief's answer, forward the grievance to the City Manager for consideration. Answer to the grievance shall be made in writing by the City Manager or his/her designee, after conferring with the grievant, within ten (10) calendar days from receipt of the grievance.

Step 4. Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Police Officers Association, and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

Step 5. Arbitration. In the event an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a

position in a unit represented by this Association and unless such dispute falls within the definition of a grievance as set forth in Section 19.1.

Proposals to add to or to change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section.

Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

19.3 Extension of Time Limits:

The above specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Association to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

19.4 Compensation Complaints:

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Police Chief. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussions.

19.5 Suspension and Discharge Grievances:

If the parties, in pursuance of the procedures outlined in Section 19.2 above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the City had the right to take the action complained of, the arbitrator may not substitute his\her

judgment for the judgment of management, and if he\she finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

19.6 Interpretation of Memorandum:

No changes in this Memorandum of Understanding or interpretations thereof except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

19.7 No Changes in Memorandum:

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to the Grievance Procedure.

19.8 No Strike:

The Association, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum.

20 Special Provisions

20.1 Uniform Allowance:

The uniform allowance for safety personnel shall be Nine Hundred Dollars and no cents (\$900.00), and for non-safety personnel Eight Hundred Dollars and no cents (\$800.00), such allowance to be paid in a lump sum on the employee's anniversary date. Uniform allowance is Non-PERSABLE for employees hired after January 1, 2013.

20.2 Tuition Reimbursement:

The City shall continue to reimburse tuition in accordance with City's training and educational reimbursement policy (City of Belmont Personnel Rules and Regulations, Section 20 as amended November 2003).

20.3 Pay Checks:

All paychecks will be delivered through either direct deposit or a City pay card system as determined by the employee.

21 Past Practices

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

22 Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.


23 Duration

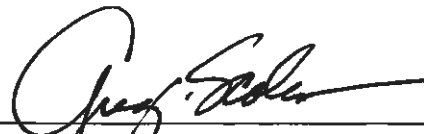
This Memorandum of Understanding shall be effective July 1, 2014 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirtieth (30th) day of June, 2017, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of July, 2017, or to the first day of July of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 31st day of July, 2014.

BELMONT POLICE OFFICERS
ASSOCIATION

CITY OF BELMONT

By 
Clyde Hussey, President

By 
Greg Scoles, City Manager

ATTEST:


CLERK of the City of Belmont

APPENDIX A

A. Salaries:

The monthly salary ranges of each classification in the unit, including any applicable Peace Officers Standards and Training incentive pay, shall be as provided below:

Police Sergeants must possess the Intermediate Peace Officers Standards and Training Certificate as a requirement for the position.

BPOA Salaries – Effective July 1, 2014 (2% Increase)

PAYROLL			STEPS				
CODE	POSITION		1	2	3	4	5
2110	Police Officer (B) P.O.S.T.	Monthly	\$ 6,845	\$ 7,187	\$ 7,546	\$ 7,923	\$ 8,319
(2184 hours)		Semi-Monthly	\$ 3,422.50	\$ 3,593.50	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50
2120	Police Officer (I) P.O.S.T.	Monthly	\$ 7,187	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735
(2184 hours)		Semi-Monthly	\$ 3,593.50	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50
2130	Police Officer (A) P.O.S.T.	Monthly	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735	\$ 9,172
(2184 hours)		Semi-Monthly	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50	\$ 4,586.00
2140	Police Sergeant (I) P.O.S.T.	Monthly	\$ 8,460	\$ 8,884	\$ 9,328	\$ 9,795	\$ 10,285
(2184 hours)		Semi-Monthly	\$ 4,230.00	\$ 4,442.00	\$ 4,664.00	\$ 4,897.50	\$ 5,142.50
2150	Police Sergeant (A) P.O.S.T.	Monthly	\$ 8,884	\$ 9,328	\$ 9,795	\$ 10,285	\$ 10,799
(2184 hours)		Semi-Monthly	\$ 4,442.00	\$ 4,664.00	\$ 4,897.50	\$ 5,142.50	\$ 5,399.50
2160	Police Corporal (B) P.O.S.T.	Monthly	\$ 7,187	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735
(2184 hours)		Semi-Monthly	\$ 3,593.50	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50
2165	Police Corporal (I) P.O.S.T.	Monthly	\$ 7,546	\$ 7,923	\$ 8,319	\$ 8,735	\$ 9,172
(2184 hours)		Semi-Monthly	\$ 3,773.00	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50	\$ 4,586.00
2170	Police Corporal (A) P.O.S.T.	Monthly	\$ 7,923	\$ 8,319	\$ 8,735	\$ 9,172	\$ 9,631
(2184 hours)		Semi-Monthly	\$ 3,961.50	\$ 4,159.50	\$ 4,367.50	\$ 4,586.00	\$ 4,815.50
2510	Police Office Specialist I	Monthly	\$ 4,377	\$ 4,595	\$ 4,826	\$ 5,067	\$ 5,320
(2080 hours)		Semi-Monthly	\$ 2,188.50	\$ 2,297.50	\$ 2,413.00	\$ 2,533.50	\$ 2,660.00
2530	Police Community Service Officer	Monthly	\$ 4,320	\$ 4,536	\$ 4,763	\$ 5,002	\$ 5,252
(2080 hours)		Semi-Monthly	\$ 2,160.00	\$ 2,268.00	\$ 2,381.50	\$ 2,501.00	\$ 2,626.00
2540	Police Officer Recruit	Monthly	\$ 5,453				
(2080 hours)		Semi-Monthly	\$ 2,726.50				

2550	Police Dispatcher	Monthly	\$ 5,907	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180
(2080 hours)		Semi-Monthly	\$ 2,953.50	\$ 3,101.50	\$ 3,256.50	\$ 3,419.00	\$ 3,590.00
2560	Police Office Specialist II	Monthly	\$ 4,595	\$ 4,826	\$ 5,067	\$ 5,320	\$ 5,587
(2080 hours)		Semi-Monthly	\$ 2,297.50	\$ 2,413.00	\$ 2,533.50	\$ 2,660.00	\$ 2,793.50
2570	Lead Dispatcher	Monthly	\$ 6,675	\$ 7,008	\$ 7,359	\$ 7,728	\$ 8,114
(2080 hours)		Semi-Monthly	\$ 3,337.50	\$ 3,504.00	\$ 3,679.50	\$ 3,864.00	\$ 4,057.00

B= Basic

I= Intermediate

A= Advanced

*Safety position salaries based on 2184 Hours per year.
Non-safety position salaries based on 2080 hours per year.*

BPOA Salaries – Effective July 1, 2015 (3% Increase)

PAYROLL			STEPS				
CODE	POSITION		1	2	3	4	5
2110	Police Officer (B) P.O.S.T.	Monthly	\$ 7,050	\$ 7,403	\$ 7,772	\$ 8,161	\$ 8,569
(2184 hours)		Semi-Monthly	\$ 3,525.00	\$ 3,701.50	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50
2120	Police Officer (I) P.O.S.T.	Monthly	\$ 7,403	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997
(2184 hours)		Semi-Monthly	\$ 3,701.50	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50
2130	Police Officer (A) P.O.S.T.	Monthly	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997	\$ 9,447
(2184 hours)		Semi-Monthly	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50	\$ 4,723.50
2140	Police Sergeant (I) P.O.S.T.	Monthly	\$ 8,714	\$ 9,151	\$ 9,608	\$ 10,089	\$ 10,594
(2184 hours)		Semi-Monthly	\$ 4,357.00	\$ 4,575.50	\$ 4,804.00	\$ 5,044.50	\$ 5,297.00
2150	Police Sergeant (A) P.O.S.T.	Monthly	\$ 9,151	\$ 9,608	\$ 10,089	\$ 10,594	\$ 11,123
(2184 hours)		Semi-Monthly	\$ 4,575.50	\$ 4,804.00	\$ 5,044.50	\$ 5,297.00	\$ 5,561.50
2160	Police Corporal (B) P.O.S.T.	Monthly	\$ 7,403	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997
(2184 hours)		Semi-Monthly	\$ 3,701.50	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50
2165	Police Corporal (I) P.O.S.T.	Monthly	\$ 7,772	\$ 8,161	\$ 8,569	\$ 8,997	\$ 9,447
(2184 hours)		Semi-Monthly	\$ 3,886.00	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50	\$ 4,723.50
2170	Police Corporal (A) P.O.S.T.	Monthly	\$ 8,161	\$ 8,569	\$ 8,997	\$ 9,447	\$ 9,920
(2184 hours)		Semi-Monthly	\$ 4,080.50	\$ 4,284.50	\$ 4,498.50	\$ 4,723.50	\$ 4,960.00
2510	Police Office Specialist I	Monthly	\$ 4,508	\$ 4,733	\$ 4,971	\$ 5,219	\$ 5,480
(2080 hours)		Semi-Monthly	\$ 2,254.00	\$ 2,366.50	\$ 2,485.50	\$ 2,609.50	\$ 2,740.00
2530	Police Community Service Officer	Monthly	\$ 4,450	\$ 4,672	\$ 4,906	\$ 5,152	\$ 5,410
(2080 hours)		Semi-Monthly	\$ 2,225.00	\$ 2,336.00	\$ 2,453.00	\$ 2,576.00	\$ 2,705.00
2540	Police Officer Recruit	Monthly	\$ 5,617				
(2080 hours)		Semi-Monthly	\$ 2,808.50				
2550	Police Dispatcher	Monthly	\$ 6,084	\$ 6,389	\$ 6,708	\$ 7,043	\$ 7,395
(2080 hours)		Semi-Monthly	\$ 3,042.00	\$ 3,194.50	\$ 3,354.00	\$ 3,521.50	\$ 3,697.50
2560	Police Office Specialist II	Monthly	\$ 4,733	\$ 4,971	\$ 5,219	\$ 5,480	\$ 5,755
(2080 hours)		Semi-Monthly	\$ 2,366.50	\$ 2,485.50	\$ 2,609.50	\$ 2,740.00	\$ 2,877.50

2570	Lead Dispatcher	Monthly	\$ 6,875	\$ 7,218	\$ 7,580	\$ 7,960	\$ 8,357
(2080 hours)		Semi-Monthly	\$ 3,437.50	\$ 3,609.00	\$ 3,790.00	\$ 3,980.00	\$ 4,178.50

B= Basic

I= Intermediate

A= Advanced

Safety position salaries based on 2184 Hours per year.

Non-safety position salaries based on 2080 hours per year.

BPOA Salaries – Effective July 1, 2016 (2% Increase)

PAYROLL			STEPS				
CODE	POSITION		1	2	3	4	5
2110	Police Officer (B) P.O.S.T.	Monthly	\$ 7,191	\$ 7,551	\$ 7,927	\$ 8,324	\$ 8,740
(2184 hours)		Semi-Monthly	\$ 3,595.50	\$ 3,775.50	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00
2120	Police Officer (I) P.O.S.T	Monthly	\$ 7,551	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177
(2184 hours)		Semi-Monthly	\$ 3,775.50	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50
2130	Police Officer (A) P.O.S.T	Monthly	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177	\$ 9,636
(2184 hours)		Semi-Monthly	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50	\$ 4,818.00
2140	Police Sergeant (I) P.O.S.T.	Monthly	\$ 8,888	\$ 9,334	\$ 9,800	\$ 10,291	\$ 10,806
(2184 hours)		Semi-Monthly	\$ 4,444.00	\$ 4,667.00	\$ 4,900.00	\$ 5,145.50	\$ 5,403.00
2150	Police Sergeant (A) P.O.S.T.	Monthly	\$ 9,334	\$ 9,800	\$ 10,291	\$ 10,806	\$ 11,345
(2184 hours)		Semi-Monthly	\$ 4,667.00	\$ 4,900.00	\$ 5,145.50	\$ 5,403.00	\$ 5,672.50
2160	Police Corporal (B) P.O.S.T.	Monthly	\$ 7,551	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177
(2184 hours)		Semi-Monthly	\$ 3,775.50	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50
2165	Police Corporal (I) P.O.S.T.	Monthly	\$ 7,927	\$ 8,324	\$ 8,740	\$ 9,177	\$ 9,636
(2184 hours)		Semi-Monthly	\$ 3,963.50	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50	\$ 4,818.00
2170	Police Corporal (A) P.O.S.T.	Monthly	\$ 8,324	\$ 8,740	\$ 9,177	\$ 9,636	\$ 10,118
(2184 hours)		Semi-Monthly	\$ 4,162.00	\$ 4,370.00	\$ 4,588.50	\$ 4,818.00	\$ 5,059.00
2510	Police Office Specialist I	Monthly	\$ 4,598	\$ 4,828	\$ 5,070	\$ 5,323	\$ 5,590
(2080 hours)		Semi-Monthly	\$ 2,299.00	\$ 2,414.00	\$ 2,535.00	\$ 2,661.50	\$ 2,795.00
2530	Police Community Service Officer	Monthly	\$ 4,539	\$ 4,765	\$ 5,004	\$ 5,255	\$ 5,518
(2080 hours)		Semi-Monthly	\$ 2,269.50	\$ 2,382.50	\$ 2,502.00	\$ 2,627.50	\$ 2,759.00
2540	Police Officer Recruit	Monthly	\$ 5,729				
(2080 hours)		Semi-Monthly	\$ 2,864.50				
2550	Police Dispatcher	Monthly	\$ 6,206	\$ 6,517	\$ 6,842	\$ 7,184	\$ 7,543
(2080 hours)		Semi-Monthly	\$ 3,103.00	\$ 3,258.50	\$ 3,421.00	\$ 3,592.00	\$ 3,771.50
2560	Police Office Specialist II	Monthly	\$ 4,828	\$ 5,070	\$ 5,323	\$ 5,590	\$ 5,870
(2080 hours)		Semi-Monthly	\$ 2,414.00	\$ 2,535.00	\$ 2,661.50	\$ 2,795.00	\$ 2,935.00

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2570	Lead Dispatcher	Monthly	\$ 7,013	\$ 7,362	\$ 7,732	\$ 8,119	\$ 8,524
(2080 hours)		Semi-Monthly	\$ 3,506.50	\$ 3,681.00	\$ 3,866.00	\$ 4,059.50	\$ 4,262.00

B= Basic

I= Intermediate

A= Advanced

*Safety position salaries based on 2184 Hours per year.
Non-safety position salaries based on 2080 hours per year.*

B. Incentive Pay Plan:

The Peace Officers Standards and Training Incentive Pay Plan shall continue to provide that Police Officers shall be eligible to receive five percent (5%) of their base compensation if they possess the Intermediate Peace Officers Standards and Training Certificate or ten percent (10%) of their base compensation if they possess the Advanced Peace Officers Standards and Training Certificate and Police Sergeants shall be eligible to receive five percent (5%) of their base compensation if they possess the Advanced Peace Officers Standards and Training Certificate.

C. Detective Differential:

Effective July 1, 2014, an employee assigned to investigation as a Detective, Detective/SRO Officer or Detective Sergeant on a full-time basis shall receive an additional two and one-half percent (2.5%) of base salary.

D. Motorcycle Differential:

Effective July 1, 2014, an employee assigned to ride a motorcycle on a full-time basis in the performance of his/her job duties shall receive an additional two and one-half percent (2.5%) of base salary. Said differential shall also serve as compensation when permission is received from the Police Chief for the traffic officer to store the motorcycle at his/her residence, any off-duty time spent on normal motorcycle clean up and/or minor maintenance, and any time transporting the motorcycle to and from the employee's residence and the work location.

E. Field Training Officer:

Effective July 1, 2014, a Police Officer continuously assigned to duty as a Field Training Officer shall receive an additional two percent (2%) of base salary.

F. Corporal Pay:

A Police Officer, when assigned by the Police Chief or his/her designated representative as a corporal for a full shift, shall receive acting pay which shall be computed at five percent (5%) more than such Police Officer's current salary for all full shifts worked in such higher classification. Work assignments shall not be changed for the purpose of evading this requirement of providing acting pay to a Police Officer who would otherwise be eligible for such acting pay as provided herein.

G. Dispatcher Training Differential:

A Police Dispatcher I assigned to duty as a Communications Training Officer shall receive an additional one and one-half percent (1.5%) of his/her base compensation during the period of such assignment.

H. Bilingual Pay (Spanish and Chinese):

Employees who have been certified at the conversational level of Spanish, Chinese or other language deemed useful by the Department in serving the community shall receive, in addition to but separate from all other compensation, One Hundred Dollars (\$100.00) per month. Employees who have been certified at the interpreter level shall receive, in addition to but separate from all other compensation, One Hundred Fifty Dollars (\$150.00) per month.

I. Work in a Higher Classification:

When an employee has been assigned in writing by the Department Head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if the employee has worked in such classification for more than five (5) consecutive workdays after each such written assignment by the Department Head, the employee shall be entitled to payment for the higher classification. Such payment shall be at the rate of five percent (5%) more than such employee's current salary. After working five (5) consecutive workdays in such higher classification, payment shall be made retroactive back to the first (1st) workday and continuing during the period of temporary assignment.

J. Canine Handler:

Officers assigned Canine Handler duties and responsibilities shall receive seven hours (7) additional pay per pay period at the rate of time and one-half (1½). Said amount is the total compensation for the time the Police Officer spends in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of the canine. When the canine is boarded, the assigned officer will not receive the seven (7) hours overtime pay.

The City shall pay expenses related to the care, shelter, and feeding of the canine including the following: medical costs, veterinarian costs, food, grooming supplies, construction and maintenance of a shelter, and kennel costs during the handler's vacation. All expenses provided for by the City shall be pre-approved by the Police Chief before such reimbursement will be granted to the handler, and the handler shall furnish proof to the satisfaction of the City for such expenditure.

K. System Administrator Stand-By Pay:

A Police Department employee, when assigned by the Police Chief, as primary system administrator shall receive in addition to but separate from all other compensation five percent (5%) of his/her base compensation. A Police Department employee, when assigned by the Police Chief, as secondary system administrator shall receive in addition to but separate from all other compensation two and one-half percent (2.5%) of his/her base compensation.

The differentials provided in Items C, D, E, F, G, H, I, J and K above are additional compensation only while employees are on such assignments, and such differentials are not to be considered promotional compensation. Employees shall be assigned to these positions and relieved from these positions at the sole discretion of the Police Chief or his/her designated representative.

APPENDIX B

Deferred Compensation Plan

The City makes available a voluntary Deferred Compensation Plan in which all part-time and full-time City employees may participate. To begin participation, an employee must complete a form which is available through Human Resources.

Effective July 1, 2014, the City will contribute One hundred dollars (\$100.00) monthly to the Deferred Compensation Plan for employees who have completed their probationary period in the Police Office Specialist I and II; Community Service Officer and Police Dispatcher classifications.